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19 **SCOSCHE INDUSTRIES, INC.**

20 UNITED STATES DISTRICT COURT
21 FOR THE CENTRAL DISTRICT OF CALIFORNIA

22
23 FLEET CONNECT SOLUTIONS LLC,
24 Plaintiff/Counter-Defendant,
25 v.
26 SCOSCHE INDUSTRIES, INC.,
27 Defendant/Counter-Claimant
28

Case No. 2:23-CV-09324 HDV (AJRx)

**STIPULATED PROTECTIVE
ORDER**

District Judge.....Hernan D. Vera
Magistrate Judge.....A. Joel Richlin

1 WHEREAS, Plaintiff Fleet Connect Solutions LLC (“FCS” or “Plaintiff”) and
2 Defendant Scosche Industries, Inc. (“Scosche” or “Defendant”) hereafter referred to
3 as “the Parties,” believe that certain information that is or will be encompassed by
4 discovery demands by the Parties involves the production or disclosure of trade
5 secrets, confidential business information, or other proprietary information;

6 WHEREAS, the Parties seek a protective order limiting disclosure thereof in
7 accordance with Federal Rule of Civil Procedure 26(c):

8 1. PURPOSES AND LIMITATIONS

9 Disclosure and discovery activity in this action are likely to involve production
10 of confidential, proprietary, or private information for which special protection from
11 public disclosure and from use for any purpose other than prosecuting this litigation
12 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
13 to enter the following Stipulated Protective Order. The parties acknowledge that this
14 Order does not confer blanket protections on all disclosures or responses to discovery
15 and that the protection it affords from public disclosure and use extends only to the
16 limited information or items that are entitled to confidential treatment under the
17 applicable legal principles. The parties further acknowledge, as set forth in Section
18 14, below, that this Stipulated Protective Order does not entitle them to file
19 confidential information under seal; the Local Rules sets forth the procedures that
20 must be followed and the standards that will be applied when a party seeks permission
21 from the court to file material under seal.

22 2. GOOD CAUSE STATEMENT

23 This action is likely to involve source code, technical documents, trade secrets,
24 and/or proprietary information involving the development, design, structure,
25 configuration, function and/or operation of certain computing chips, computing
26 devices, and wireless communications devices, including but not limited to
27 engineering drawings, manufacturing drawings, product specifications, technical
28 manuals, operations manuals, circuit drawings, flow charts, data sheets, timing

1 diagrams, internal architecture drawings, simulation documents, procurement
2 documents, test documents, engineering notes, design review materials, and other
3 technical documents of said computing chips and wireless communications devices,
4 for which special protection from public disclosure and from use for any purpose
5 other than prosecution of this action is warranted. Such confidential and proprietary
6 materials and information consists of, among other things, confidential business
7 information, information regarding confidential business practices, or other
8 confidential research, development, or commercial information (including
9 information implicating privacy rights of third parties), information otherwise
10 generally unavailable to the public, or which may be privileged or otherwise
11 protected from disclosure under state or federal statutes, court rules, case decisions,
12 or common law. Accordingly, to expedite the flow of information, to facilitate the
13 prompt resolution of disputes over confidentiality of discovery materials, to
14 adequately protect information the parties are entitled to keep confidential, to ensure
15 that the parties are permitted reasonable necessary uses of such material in
16 preparation for and in the conduct of trial, to address their handling at the end of the
17 litigation, and to serve the ends of justice, a protective order for such information is
18 justified in this matter. It is the intent of the parties that information will not be
19 designated as confidential for tactical reasons and that nothing be so designated
20 without a good faith belief that it has been maintained in a confidential, non-public
21 manner, and there is good cause why it should not be part of the public record of this
22 case.

23 3. DEFINITIONS

24 3.1. Challenging Party: a Party or Non-Party that challenges the designation of
25 information or items under this Order.

26 3.2. "CONFIDENTIAL" Information or Items: information (regardless of how
27 it is generated, stored or maintained) or tangible things that qualify for protection
28 under Federal Rule of Civil Procedure 26(c).

1 3.3. Counsel (without qualifier): Outside Counsel of Record and House
2 Counsel (as well as their support staff).

3 3.4. Designated House Counsel: House Counsel who seek access to “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

5 3.5. Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”].

9 3.6. Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 3.7. Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
15 as an expert witness or as a consultant in this action, (2) is not a past or current
16 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
17 anticipated to become an employee of a Party or of a Party’s competitor.

18 3.8. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
19 Information or Items: extremely sensitive “Confidential Information or Items,”
20 disclosure of which to another Party or Non-Party would create a substantial risk of
21 serious harm that could not be avoided by less restrictive means.

22 3.9. “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items:
23 extremely sensitive “Confidential Information or Items” representing computer code
24 and associated comments and revision histories, formulas, engineering
25 specifications, or schematics that define or otherwise describe in detail the algorithms
26 or structure of software or hardware designs, disclosure of which to another Party or
27 Non-Party would create a substantial risk of serious harm that could not be avoided
28 by less restrictive means.

1 3.10. House Counsel: attorneys who are employees of a party to this action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 3.11. Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 3.12. Outside Counsel of Record: attorneys who are not employees of a party
7 to this action but are retained to represent or advise a party to this action and have
8 appeared in this action on behalf of that party or are affiliated with a law firm which
9 has appeared on behalf of that party.

10 3.13. Party: any party to this action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 3.14. Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this action.

15 3.15. Professional Vendors: persons or entities that provide litigation support
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 3.16. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY” or as “HIGHLY CONFIDENTIAL – SOURCE
22 CODE.”

23 3.17. Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 4. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Stipulation and Order do not cover the
4 following information: (a) any information that is in the public domain at the time of
5 disclosure to a Receiving Party or becomes part of the public domain after its
6 disclosure to a Receiving Party as a result of publication not involving a violation of
7 this Order, including becoming part of the public record through trial or otherwise;
8 and (b) any information known to the Receiving Party prior to the disclosure or
9 obtained by the Receiving Party after the disclosure from a source who obtained the
10 information lawfully and under no obligation of confidentiality to the Designating
11 Party. Any use of Protected Material at trial shall be governed by a separate
12 agreement or order.

13 5. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final disposition shall be
17 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
18 or without prejudice; and (2) final judgment herein after the completion and
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
20 including the time limits for filing any motions or applications for extension of time
21 pursuant to applicable law.

22 6. DESIGNATING PROTECTED MATERIAL

23 6.1. Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. To the extent it is practical to do so, the
27 Designating Party must designate for protection only those parts of material,
28 documents, items, or oral or written communications that qualify – so that other

1 portions of the material, documents, items, or communications for which protection
2 is not warranted are not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber or retard the case development process or
6 to impose unnecessary expenses and burdens on other parties) expose the
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection at all or do not qualify for the
10 level of protection initially asserted, that Designating Party must promptly notify all
11 other parties that it is withdrawing the mistaken designation.

12 6.2. Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise stipulated
14 or ordered, Disclosure or Discovery Material that qualifies for protection under this
15 Order must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY
21 CONFIDENTIAL – SOURCE CODE" to each page that contains protected
22 material. If only a portion or portions of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected
24 portion(s) (e.g., by making appropriate markings in the margins) and must
25 specify, for each portion, the level of protection being asserted.

26 A Party or Non-Party that makes original documents or materials
27 available for inspection need not designate them for protection until after the
28 inspecting Party has indicated which material it would like copied and

1 produced. During the inspection and before the designation, all of the material
2 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must
7 affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
9 CONFIDENTIAL – SOURCE CODE) to each page that contains Protected
10 Material. If only a portion or portions of the material on a page qualifies for
11 protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins) and must
13 specify, for each portion, the level of protection being asserted.

14 (b) for testimony given in deposition or in other pretrial or trial
15 proceedings, that the Designating Party identify on the record, before the close
16 of the deposition, hearing, or other proceeding, all protected testimony and
17 specify the level of protection being asserted. When it is impractical to identify
18 separately each portion of testimony that is entitled to protection and it appears
19 that substantial portions of the testimony may qualify for protection, the
20 Designating Party may invoke on the record (before the deposition, hearing,
21 or other proceeding is concluded) a right to have up to 21 days to identify the
22 specific portions of the testimony as to which protection is sought and to
23 specify the level of protection being asserted. Only those portions of the
24 testimony that are appropriately designated for protection within the 21 days
25 shall be covered by the provisions of this Stipulated Protective Order.
26 Alternatively, a Designating Party may specify, at the deposition or up to 21
27 days afterwards if that period is properly invoked, that the entire transcript
28 shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY."

2 Parties shall give the other parties notice if they reasonably expect a
3 deposition, hearing or other proceeding to include Protected Material so that
4 the other parties can ensure that only authorized individuals who have signed
5 the "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present
6 at those proceedings. The use of a document as an exhibit at a deposition shall
7 not in any way affect its designation as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

9 Transcripts containing Protected Material shall have an obvious legend
10 on the title page that the transcript contains Protected Material, and the title
11 page shall be followed by a list of all pages (including line numbers as
12 appropriate) that have been designated as Protected Material and the level of
13 protection being asserted by the Designating Party. The Designating Party
14 shall inform the court reporter of these requirements. Any transcript that is
15 prepared before the expiration of a 21-day period for designation shall be
16 treated during that period as if it had been designated "HIGHLY
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless
18 otherwise agreed. After the expiration of that period, the transcript shall be
19 treated only as actually designated.

20 (c) for information produced in some form other than documentary and
21 for any other tangible items, that the Producing Party affix in a prominent place
22 on the exterior of the container or containers in which the information or item
23 is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE
25 CODE." If only a portion or portions of the information or item warrant
26 protection, the Producing Party, to the extent practicable, shall identify the
27 protected portion(s) and specify the level of protection being asserted.

28 6.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive
2 the Designating Party's right to secure protection under this Order for such material.
3 Upon timely correction of a designation, the Receiving Party must make reasonable
4 efforts to assure that the material is treated in accordance with the provisions of this
5 Order.

6 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 **7.1. Timing of Challenges.** Any Party or Non-Party may challenge a
8 designation of confidentiality at any time. Unless a prompt challenge to a Designating
9 Party's confidentiality designation is necessary to avoid foreseeable, substantial
10 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
11 litigation, a Party does not waive its right to challenge a confidentiality designation
12 by electing not to mount a challenge promptly after the original designation is
13 disclosed.

14 **7.2. Meet and Confer.** The Challenging Party shall initiate the dispute
15 resolution process by providing written notice of each designation it is challenging
16 and describing the basis for each challenge. To avoid ambiguity as to whether a
17 challenge has been made, the written notice must recite that the challenge to
18 confidentiality is being made in accordance with this specific paragraph of the
19 Protective Order. The parties shall attempt to resolve each challenge in good faith
20 and must begin the process by conferring directly (in voice to voice dialogue; other
21 forms of communication are not sufficient) within 14 days of the date of service of
22 notice. In conferring, the Challenging Party must explain the basis for its belief that
23 the confidentiality designation was not proper and must give the Designating Party
24 an opportunity to review the designated material, to reconsider the circumstances,
25 and, if no change in designation is offered, to explain the basis for the chosen
26 designation. A Challenging Party may proceed to the next stage of the challenge
27 process only if it has engaged in this meet and confer process first or establishes that
28 the Designating Party is unwilling to participate in the meet and confer process in a

1 timely manner.

2 7.3. Judicial Intervention. If the Parties cannot resolve a challenge without
3 court intervention, the Designating Party shall file and serve a motion to retain
4 confidentiality within 21 days of the initial notice of challenge or within 14 days of
5 the parties agreeing that the meet and confer process will not resolve their dispute,
6 whichever is earlier. Each such motion must be accompanied by a competent
7 declaration affirming that the movant has complied with the meet and confer
8 requirements imposed in the preceding paragraph. Failure by the Designating Party
9 to make such a motion including the required declaration within 21 days (or 14 days,
10 if applicable) shall automatically waive the confidentiality designation for each
11 challenged designation. In addition, the Challenging Party may file a motion
12 challenging a confidentiality designation at any time if there is good cause for doing
13 so, including a challenge to the designation of a deposition transcript or any portions
14 thereof. Any motion brought pursuant to this provision must be accompanied by a
15 competent declaration affirming that the movant has complied with the meet and
16 confer requirements imposed by the preceding paragraph.

17 The burden of persuasion in any such challenge proceeding shall be on the
18 Designating Party. Frivolous challenges and those made for an improper purpose
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived
21 the confidentiality designation by failing to file a motion to retain confidentiality as
22 described above, all parties shall continue to afford the material in question the level
23 of protection to which it is entitled under the Producing Party's designation until the
24 court rules on the challenge.

25 8. ACCESS TO AND USE OF PROTECTED MATERIAL

26 8.1. Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this
28 case only for prosecuting, defending, or attempting to settle this litigation. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the litigation has been terminated, a
3 Receiving Party must comply with the provisions of section 15 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
9 ordered by the court or permitted in writing by the Designating Party, a Receiving
10 Party may disclose any information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this litigation and who have signed
14 the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
15 Exhibit A;

16 (b) the officers, directors, and employees (including House Counsel) of
17 the Receiving Party to whom disclosure is reasonably necessary for this
18 litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants,
25 and Professional Vendors to whom disclosure is reasonably necessary for this
26 litigation and who have signed the “Acknowledgment and Agreement to Be
27 Bound” (Exhibit A);

28 (f) during their depositions, witnesses in the action to whom disclosure

1 is reasonably necessary and who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A), **unless otherwise agreed by the**
3 **Designating Party or ordered by the court**. Pages of transcribed deposition
4 testimony or exhibits to depositions that reveal Protected Material must be
5 separately bound by the court reporter and may not be disclosed to anyone
6 except as permitted under this Stipulated Protective Order.

7 (g) the author or recipient of a document containing the information or
8 a custodian or other person who otherwise possessed or knew the information.

9 8.3. **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
10 **ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items.**
11 Unless otherwise ordered by the court or permitted in writing by the Designating
12 Party, a Receiving Party may disclose any information or item designated “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL
14 – SOURCE CODE” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as
16 well as employees of said Outside Counsel of Record to whom it is
17 reasonably necessary to disclose the information for this litigation and who
18 have signed the “Acknowledgment and Agreement to Be Bound” that is
19 attached hereto as Exhibit A;

20 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
21 necessary for this litigation, (2) who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
23 forth in paragraph 8.4(a)(2), below, have been followed; (c) the court and its
24 personnel;

25 (d) court reporters and their staff, professional jury or trial consultants,
26 and Professional Vendors to whom disclosure is reasonably necessary for this
27 litigation and who have signed the “Acknowledgment and Agreement to Be
28 Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items to Designated House Counsel or Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to Designated House Counsel any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 8.3(b) first must make a written request to the Designating Party that (1) sets forth the full name of the Designated House Counsel and the city and state of his or her residence, and (2) describes the Designated House Counsel’s current and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may become involved, in any competitive decision-making.

(a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 8.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise

1 or to whom the expert has provided professional services, including in
2 connection with a litigation, at any time during the preceding five years, and
3 (6) identifies (by name and number of the case, filing date, and location of
4 court) any litigation in connection with which the Expert has offered expert
5 testimony, including through a declaration, report, or testimony at a deposition
6 or trial, during the preceding five years.

7 (b) A Party that makes a request and provides the information specified
8 in the preceding respective paragraphs may disclose the subject Protected
9 Material to the identified Designated House Counsel or Expert unless, within
10 14 days of delivering the request, the Party receives a written objection from
11 the Designating Party. Any such objection must set forth in detail the grounds
12 on which it is based.

13 (c) A Party that receives a timely written objection must meet and confer
14 with the Designating Party (through direct voice to voice dialogue) to try to
15 resolve the matter by agreement within seven days of the written objection. If
16 no agreement is reached, the Party seeking to make the disclosure to
17 Designated House Counsel or the Expert may file a motion seeking permission
18 from the court to do so. Any such motion must describe the circumstances with
19 specificity, set forth in detail the reasons why the disclosure to Designated
20 House Counsel or the Expert is reasonably necessary, assess the risk of harm
21 that the disclosure would entail, and suggest any additional means that could
22 be used to reduce that risk. In addition, any such motion must be accompanied
23 by a competent declaration describing the parties' efforts to resolve the matter
24 by agreement (i.e., the extent and the content of the meet and confer
25 discussions) and setting forth the reasons advanced by the Designating Party
26 for its refusal to approve the disclosure.

27 In any such proceeding, the Party opposing disclosure to Designated
28 House Counsel or the Expert shall bear the burden of proving that the risk of

1 harm that the disclosure would entail (under the safeguards proposed)
2 outweighs the Receiving Party's need to disclose the Protected Material to its
3 Designated House Counsel or Expert.

4 9. SOURCE CODE

5 (a) To the extent production of source code becomes necessary in this case, a
6 Producing Party may designate source code as "HIGHLY CONFIDENTIAL -
7 SOURCE CODE" if it comprises or includes confidential, proprietary or trade secret
8 source code.

9 (b) Protected Material designated as "HIGHLY CONFIDENTIAL – SOURCE
10 CODE" shall be subject to all of the protections afforded to "HIGHLY
11 CONFIDENTIAL – SOURCE CODE" shall be subject to all of the protections
12 afforded to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
13 information, including the Prosecution Bar set forth herein, and may be disclosed
14 only to the individuals to whom "HIGHLY CONFIDENTIAL – ATTORNEYS'
15 EYES ONLY" information may be disclosed, as set forth in Paragraphs 8.3 and 8.4,
16 with the exception of Designated House Counsel.

17 (c) Any source code produced in discovery shall be made available for
18 inspection, in a format allowing it to be reasonably reviewed and searched, during
19 normal business hours or at other mutually agreeable times, at an office of the
20 Producing Party's counsel or another mutually agreed upon location. The source code
21 shall be made available for inspection on a secured computer in a secured room
22 without Internet access or network access to other computers, and the Receiving
23 Party shall not copy, remove, or otherwise transfer any portion of the source code
24 onto any recordable media or recordable device. Prior to a source code inspection,
25 the Producing Party shall install and make available for use on the secured computer
26 any software tools, as reasonably requested by the Requesting Party, that is needed
27 to efficiently search and review source code requested by the Requesting Party;
28 provided that the Requesting Party shall provide a license to any such tools that

1 require a paid license. The Producing Party may visually monitor the activities of the
2 Receiving Party's representatives during any source code review, but only to ensure
3 that there is no unauthorized recording, copying, or transmission of the source code.
4 The Receiving Party must keep a paper log indicating the names of any individuals
5 inspecting the source code and dates and times of inspection, and the names of any
6 individuals to whom paper copies of portions of source code are provided.

7 (d) The Requesting Party may take notes regarding the source code during any
8 source code review, including but not limited to the name of functions and other
9 descriptors of relevant source code, in order to facilitate the goals of such source code
10 inspection, but the Requesting Party shall not copy entire lines of code into any such
11 notes. During any source code inspection, the Receiving Party shall create electronic
12 copies of any source code that it wants produced in the litigation by making an
13 electronic copy in PDF format and storing it on the desktop of the secured computer.
14 The Receiving Party may request paper copies of limited portions of source code that
15 are reasonably necessary for the preparation of court filings, pleadings, expert
16 reports, or other papers, or for deposition or trial, but shall not request paper copies
17 for the purposes of reviewing the source code other than electronically as set forth in
18 paragraph (c) in the first instance. The Producing Party shall provide all such source
19 code in paper form including bates numbers and the label "HIGHLY
20 CONFIDENTIAL - SOURCE CODE." The Producing Party may challenge the
21 amount of source code requested in hard copy form pursuant to the dispute resolution
22 procedure and timeframes set forth in Section 7 whereby the Producing Party is the
23 "Challenging Party" and the Receiving Party is the "Designating Party" for purposes
24 of dispute resolution.

25 (e) The Receiving Party shall maintain a record of any individual who has
26 inspected any portion of the source code in electronic or paper form. The Receiving
27 Party shall maintain all paper copies of any printed portions of the source code in a
28 secured, locked area. The Receiving Party shall be permitted to make a reasonable

1 number of printouts and photocopies of the source code (for the purpose of the
2 litigation only), all of which shall be designated and clearly labeled “HIGHLY
3 CONFIDENTIAL - SOURCE CODE,” and the Receiving Party shall maintain a log
4 of all such files that are printed or photocopied. The Receiving Party shall not
5 otherwise create any electronic or other images of the paper copies and shall not
6 convert any of the information contained in the paper copies into any electronic
7 format. The Receiving Party shall only make additional paper copies if such
8 additional copies are (1) necessary to prepare court filings, pleadings, or other papers
9 (including a testifying expert’s expert report), (2) necessary for deposition, or (3)
10 otherwise necessary for the preparation of its case. Any paper copies used during a
11 deposition shall be retrieved by the Producing Party at the end of each day and must
12 not be given to or left with a court reporter or any other unauthorized individual.

13 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
14 IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this action as
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to
22 issue in the other litigation that some or all of the material covered by the subpoena
23 or order is subject to this Protective Order. Such notification shall include a copy of
24 this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued
26 by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
2 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a
3 determination by the court from which the subpoena or order issued, unless the Party
4 has obtained the Designating Party’s permission. The Designating Party shall bear
5 the burden and expense of seeking protection in that court of its confidential material
6 – and nothing in these provisions should be construed as authorizing or encouraging
7 a Receiving Party in this action to disobey a lawful directive from another court.

8 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced by a Non-
11 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL
13 – SOURCE CODE.” Such information produced by Non-Parties in connection with
14 this litigation is protected by the remedies and relief provided by this Order. Nothing
15 in these provisions should be construed as prohibiting a Non-Party from seeking
16 additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to produce
18 a Non-Party’s confidential information in its possession, and the Party is subject to
19 an agreement with the Non-Party not to produce the Non-Party’s confidential
20 information, then the Party shall:

21 1. promptly notify in writing the Requesting Party and the Non-
22 Party that some or all of the information requested is subject to a
23 confidentiality agreement with a Non-Party;

24 2. promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this litigation, the relevant discovery request(s), and a
26 reasonably specific description of the information requested; and

27 3. make the information requested available for inspection by the
28 Non-Party.

1 (c) (If the Non-Party fails to object or seek a protective order from this court
2 within 14 days of receiving the notice and accompanying information, the Receiving
3 Party may produce the Non-Party's confidential information responsive to the
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving
5 Party shall not produce any information in its possession or control that is subject to
6 the confidentiality agreement with the Non-Party before a determination by the court.
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
8 of seeking protection in this court of its Protected Material.

9 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this Order,
16 and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the
28 parties may incorporate their agreement in the stipulated protective order submitted

1 to the court.

2 14. MISCELLANEOUS

3 a) Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the court in the future.

5 b) Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in this
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any
9 ground to use in evidence of any of the material covered by this Protective Order.

10 c) Filing Protected Material. Without written permission from the Designating
11 Party or a court order secured after appropriate notice to all interested persons, a Party
12 may not file in the public record in this action any Protected Material. A Party that
13 seeks to file under seal any Protected Material must comply with the Local Rules.

14 15. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in Section
16 5, each Receiving Party must return all Protected Material to the Producing Party or
17 destroy such material. As used in this subdivision, “all Protected Material” includes
18 all copies, abstracts, compilations, summaries, and any other format reproducing or
19 capturing any of the Protected Material. Whether the Protected Material is returned
20 or destroyed, the Receiving Party must submit a written certification to the Producing
21 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
22 deadline that (1) identifies (by category, where appropriate) all the Protected Material
23 that was returned or destroyed and (2) affirms that the Receiving Party has not
24 retained any copies, abstracts, compilations, summaries or any other format
25 reproducing or capturing any of the Protected Material. Notwithstanding this
26 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
27 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
28 deposition and trial exhibits, expert reports, attorney work product, and consultant

1 and expert work product, even if such materials contain Protected Material. Any such
2 archival copies that contain or constitute Protected Material remain subject to this
3 Protective Order as set forth in Section 5 (DURATION).

4
5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6
7 Dated: November 6, 2024 By: /s/ Ehsun Forghany

8 Craig A. Gelfound
9 Ehsun Forghany
10 **ARENTFOX SCHIFF LLP**
11 *Attorneys for*
12 *SCOSCHE INDUSTRIES, INC.*

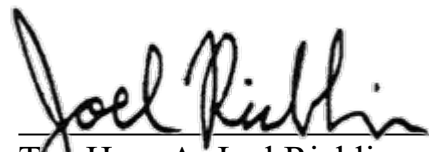
13
14 Dated: November 6, 2024 By: /s/ James F. McDonough, III

15 **ROZIER HARDT MCDONOUGH PLLC**
16 Travis E. Lynch
17 James F. McDonough, III (*pro hac vice*)
18 C. Matthew Rozier (*pro hac vice*)
19 Jonathan L. Hardt (*pro hac vice*)

20 **INSIGHT, PLC**
21 Steven W. Ritcheson
22 *Attorneys for*
23 *FLEET CONNECT SOLUTIONS, LLC*

24
25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26
27 DATED: 11/06/2024

28


The Hon. A. Joel Richlin
United States Magistrate Judge

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: November 6, 2024

By: /s/ Ehsun Forghany

Craig A. Gelfound
Ehsun Forghany
ARENTFOX SCHIFF LLP
Attorneys for
SCOSCHE INDUSTRIES, INC.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
in the case of _____. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____